

State of New Hampshire Department of Health and Human Services

REQUEST FOR APPLICATION (RFA) #RFA-2017-DCS-01-Disab

FOR

Pre-Admission Screening Resident Review Services
Disability Determination Services
Nursing Facility Level of Care Determination Services

May 10, 2016



**NH Department of Health and Human Services
Disability Determination Services,
Pre-Admission Screening Resident Review Services,
Nursing Facility Level of Care Determination Services**

**Request for Application
#RFA-2017-DCS-01-Disab**

1. Request for Services

This Request for Applications is published to solicit applications for services listed below from organizations to implement and administer a Pre-Admission Screening Resident Review process in accordance with 42 CFR §483 (Federal requirement mandating processes to identify evidence of Mental Illness (MI) or Intellectual Disability (ID) or related condition) for all individuals seeking admission to or currently residing in a nursing facility; to provide medical and/or psychological, and/or psychiatric consultative services for evaluating claims of disability; and to conduct nursing facility Level of Care (LOC) determinations for Medicaid payments to nursing facilities and home and community-based care agencies.

The Department is seeking a vendor or vendors to provide one, two or all of the following services/functions/items:

- Pre-Admission Screening Resident Reviews (PASRR)
- Disability Determinations.
- Nursing Facility Level of Care (NF LOC) determinations for Medicaid payments using the Medical Eligibility Assessment (MEA) tool.

1.1. Purpose

- 1.1.1. Pre-admission Screening and Resident Reviews (PASRR), as described in 42 CFR §483 and NH administrative rule He-M 1302, are a Federal requirement mandating processes to identify evidence of mental illness or intellectual disabilities or related conditions in individuals seeking admission to, or residing in, Medicaid-certified nursing facilities. This Federal mandate was implemented for the purpose of eliminating the practice of inappropriately placing individuals in Medicaid-certified nursing facilities. The Pre-Admission Screening and Resident Review process assists with determining whether an individual being evaluated through a Level I Pre-Admission Screen process is suspected to having a mental illness, intellectual disability or a related condition. If so, then further evaluation is required through a Level II evaluation. If evidence of mental illness, intellectual disability, or a related condition exists, further evaluations must be performed to determine whether the individual requires nursing facility level of care and whether the individual has a need for specialized services. Nursing facilities are prohibited from admitting individuals with mental illnesses, intellectual disabilities, or related conditions before the appropriate level of care is determined.
- 1.1.2. Disability determinations are conducted in order to determine the medical eligibility component for applicants seeking Medicaid disability benefits. Pursuant to 42CFR435.912(a)(1)-(2), requires Medicaid eligibility determinations be completed within 90 days of receiving applications for benefits.
- 1.1.3. Nursing facility level of care determination services are mandated by Revised Statutes Annotated 151:3, I(a) and NH Administrative Rule He-E801 and He-E 802 whenever individuals are seeking Medicaid as the payment source for long term care services, such as nursing home placement or community based care.



1.2. Contract Period

The Contract(s) resulting from this RFP will be effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017.

The Department reserves the option to extend contract services for up to four (4) years based upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

1.3. Contract Value

The total amount for all contract(s) resulting from this RFA shall not exceed \$1,525,700 per year. Payments for services shall be all inclusive on a fee-for-service basis as follows:

Type of Review	Estimated Annual Volume	Rate Paid Per Case	Maximum Annual Amount
PASSR Level 1	680	\$100	\$68,000
PASSR Level 2	200	\$800	\$160,000
DDU	1000	\$275	\$275,000
NF LOC (MEA – Unable to Contact)	77	\$100	\$7,700
NF LOC (MEA – Face to Face)	4060	\$250	\$1,015,000
		Maximum Contract Value Per Year for All Services	\$1,525,700

2. Application Terminology

ANB – Aid to the Needy Blind - a category of assistance for individuals who are blind at any age who meet the definition of blind and who are within income and resources guidelines.

Applicant –a person on whose behalf an application is being made for any of the Department's programs.

APTD - Aid to the Permanently and Totally Disabled - a category of assistance for individuals who are between the ages of 18 and 64 and who are permanently and totally disabled, as defined by state and federal regulations.

BDS - Bureau of Developmental Services.

CFI - Choices for Independence - a Medicaid waiver program that is community-based.

DHHS - Department of Health and Human Services.

DCS - Division of Client Services - the unit that determines financial and medical eligibility for all public assistance programs.



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DDU- Disability Determination Unit - the unit within the Division of Client Services that determines medical eligibility for APTD, MEAD, and ANB.

E-studio - a HIPPA compliant, confidential web-based system used for communication from the Department to the provider and vice versa.

HIPAA - Health Information Portability and Accountability Act.

ID - Intellectual Disability.

LOC- Level of Care - the medical determination for the Choices for Independence program and the Nursing Facility program that allows for Medicaid payment.

LTC - Long Term Care – the unit responsible for the coordination of services once Medicaid is approved under NF or CFI.

MCM – Medicaid Care Management – the managed care model for most Medicaid recipients

MCO – Medicaid Care Management Organization – the organizations that are contractors with the State to provide Medicaid services

MEAD - Medicaid Eligibility for Adults with Disabilities – a category of assistance for individuals who are employed and have earned income above the Substantial Gainful Employment threshold.

MEA - Medical Eligibility Assessment - the tool used to determine eligibility for the Choices for Independence and Nursing Home program (See Appendix E).

MERS - Medical Eligibility Review Summary - the Five Step Sequential Evaluation Form used to determine Medicaid eligibility for the APTD, MEAD and ADB programs (See Appendix F).

MI - Mental Illness as determined by a diagnosis of a major mental illness

MMIS- Medicaid Management Information System - the case management system used to document all actions taken on a case.

MRT - Medical Review Team.

NF - Nursing Facility.

NH Easy - The Department of Health and Human Services' on line program to Building Partnerships, Promoting Well Being, Apply for Cash, Medicaid, Food Assistance, Child Care, Medicare Beneficiary and Long Term Care Supports and Services. Features include, managing your NH EASY account, applying for benefits, check for potential eligibility for benefits, search and learn about other services, search for Care Management providers, and access to Customer Service Center.

OAA - Old Age Assistance – a category of assistance for individuals who are over the age of 65 who meet the income and resource guidelines.

PASRR - Pre-Admission Screening Resident Review – a federally-mandated screening process used to ensure appropriate placement of persons with serious mental illness and/or who have a mentally retarded/developmental disability-related diagnosis who apply or reside in Medicaid-certified beds in a nursing facility

QMHP – Quality Mental Health Professional

QMRP – Qualified Mental Retardation Professional



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RFA - Request for Application.

RR - Resident Review – NFs shall report significant changes in the physical or mental condition of residents with MI or ID to the PASRR office which will complete Level II Evaluations when significant changes have been confirmed

SMP - Skilled Medical Professional - means physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Medicaid agency. It does not include other nonmedical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or the Medicaid program. The skilled professional medical personnel have professional education and training in the field of medical care or appropriate medical practice. "Professional education and training" means the completion of a 2-year or longer program leading to an academic degree or certificate in a medically related profession. This is demonstrated by possession of a medical license, certificate, or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization. Experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care.

SSA - Social Security Administration – federal agencies that sets the federal guidelines for determining eligibility for disability programs.

3. STATEMENT OF WORK

Selected applicants must identify the type(s) services that will be conducted. The contractor(s) is expected to establish a working relationship with the Department and, to the extent necessary, the Medicaid Care Management Organizations (MCOs). The Department is seeking a Contractor(s) for the following services:

3.1. Pre-Admission Screening Resident Reviews (PASRR) – Services provided to individuals seeking admission to a Medicaid-Certified Nursing Facility. All PASRR functions must be completed in accordance with Federal statutory and regulatory requirements, including in-person Level II evaluations and nursing facility placement determinations that are necessary for the PASRR program. To provide a system for the Level I and Level II PASRR process that will provide timely, consistent and coordinated determinations. The Contractor must:

- 3.1.1. Document PASRR approvals on the Department's New HEIGHTS on-line system.
- 3.1.2. Review Level 1 Pre-Admission Screens (PAS) to identify whether an individual has evidence of a Mental Illness (MI), Intellectual Disability (ID), or a related condition.
- 3.1.3. Perform face-to-face Level II Evaluations, prior to admission to a Nursing Facility (NF), on individuals:
 - 3.1.3.1. With MI, ID or a related condition, as evidenced by a Level I PAS.
 - 3.1.3.2. Who do not qualify for an exemption, exclusion, or categorical determination, which are described in Appendix D, Scope of Workl.



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- 3.2. Disability Determinations** – Determination services provided to individuals identified as:
- 3.2.1. Qualifying for Aid to the Permanently and Totally Disabled (APTD), Medicaid for Employed Adults with Disabilities (MEAD), and Aid to the Needy Blind (ANB).
 - 3.2.2. Residents of the State of New Hampshire.
 - 3.2.3. Individuals disabled as defined in the federal Social Security Act, Titles II and XVI and regulations adopted under such act, except that the minimum required duration of the impairment is 48 months.
- 3.3. Nursing Facility (NF) Level of Care (LOC)** (NF LOC) determinations – Determination services provided to individuals at least 18 years, who have a chronic illness or disability and who are either Medicaid recipients or are seeking Medicaid as payment for long term care services, either in a nursing facility or in the community.
- 3.4.** In addition to the services/deliverables identified within this RFA, the selected vendor must provide all services specified in Appendix D - Scope of Services, associated with the services selected by the vendor in Section 3 of this RFA.
- 3.5. Vendors responding to this RFA must provide:**
- 3.5.1. All items listed in Section 9.3.1; AND
 - 3.5.2. Response to Questions 1 through 4 in Section 5, Mandatory Responses.



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4. APPLICANT MINIMUM REQUIREMENTS

- 4.1.** Vendors must, at minimum, have demonstrated knowledge of enabling legislation and rules that are associated with the service(s) being provided, which may include, but is not limited to:
- RSA 167: Public Assistance to Blind, Aged, or Disabled Persons and to Dependent Children.
 - RSA 151-E: Long Term Care.
 - He-E 801: Choices for Independence Program
 - He-E 802: Nursing Facility Services.
 - He-M 1302: Nursing Facility Preadmission Screening and Resident Review.
 - He-W 504: Medicaid for Employed Adults with Disabilities.
 - Social Security Act Title II: Federal Old-Age, Survivors, and Disability Insurance Benefits, 42 USC 401-433.
 - Social Security Act Title XVI: Supplemental Security Income for the Aged, Blind and Disabled, 42 USC 1381-1383f.
 - CFR Appendix 2 to Subpart P of Part 404-Medical-Vocational Guidelines.
 - Section 209(b): PL 92-603 amending 42 USC Sec 1396(a)(f) The Public Health and Welfare-State Plans for Assistance.
 - Section 1903(a)(2): 42 USC Sec 1396(a)(f) The Public Health and Welfare-Payments to States.
- 4.2.** Vendors must have a demonstrated capacity to provide services selected in Section 3, in accordance with the legislation, rules, laws in Section 4.1 to perform the number of anticipated reviews in Section 1.3.
- 4.3.** Vendors must have the ability to access, or attain the ability to access, Department's NH Easy on-line system and/or the Department's Medicaid Management Information System (MMIS), as specified in Appendix D, Scope of Services.
- 4.4.** Vendors must complete and return Appendix G, Technical Requirements as part of their completed application package.



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5. Mandatory Responses

5.1. Scoring Applicant Capability – Applicant capability will be allocated a maximum score of 100 points. The applicant must demonstrate the capability to perform all services requested in this RFA.

Question 1 of 4 – Describe, in narrative form, your skills and/or background in conducting PASRR Level I & Level II reviews, DDU reviews, and/or NF LOC reviews. Include your Curriculum Vitae/Resumes and/or credentials of key staff conducting reviews and at least 3 references from other companies/establishments for which you conducted similar reviews. References, which must include:

- Name of Individual/Establishment.
- Length of Time Known.
- Nature of relationship, including any testimonials, reviews of job performance and/or types of volunteer activities performed

Question 2 of 4 – Describe, in narrative form, your capability to perform the entire scope of work outlined in this RFA. Provide a flow chart that indicates current case flow/assignment and timeframes to case completion.

5.2. Scoring Applicant Ability – Applicant ability will be allocated a maximum score of 100 points. The applicant must demonstrate the ability to perform all services requested in this RFA.

Question 3 of 4 – Describe, your ability to perform to perform the entire scope of work outlined in this RFA. Include a flow chart that indicates revisions that will need to be made to the flow chart provided in your answer to Question 2 of 3 that indicates clear ability to handle case flow/assignment according to the estimated volume anticipated by the Department in Section 1.3.

Question 4 of 4 – Provide, in narrative form, your depth of knowledge in providing review services. Include timelines, benchmarks and federal limitations on reviews. Identify barriers to meeting timelines and your proposed plan to address those barriers to ensure the Department remains in compliance with the Federal Regulations regarding PASRR, DDU and/or NFLOC.

6. Application Evaluation

6.1. Capability as described in answers to Q1,Q2. – **100 Points**

6.2. Ability as described in answers to Q3 through Q4. - **100 Points**

Total possible points for RFA – 200 Points



7. Schedule of Events

7.1. Schedule of Events

Item	Action	Date
1	Release of RFA	05/10/2016
2	RFA Questions Due	05/17/2016
3	DHHS answers to RFA questions posted	05/18/2016
4	Application Submission	06/10/2016 2:00 PM

8. Notices

8.1. RFA Amendment

- 8.1.1. DHHS reserves the right to amend this RFA, as it deems appropriate prior to the proposal submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, DHHS, at its sole discretion, may extend the proposal submission deadline. The amended language will be posted on the DHHS Internet site.

8.2. Application Submission

- 8.2.1. Applications submitted in response to this RFA must be received no later than the time and date specified in Section 7.1. Applications must be addressed for delivery to the Procurement Coordinator identified in Section 9.5. Applications must be marked with **RFA-2017-DCS-01-Disab, Pre-Admission Screening Resident Review Services, Disability Determination Services, Nursing Facility Level of Care Determination Services**.
- 8.2.2. Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the contract is awarded. Delivery of the Application shall be at the Applicant's expense. The time of receipt shall be considered when an Application has been received by DHHS, in accordance with its established policies. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Applicant's responsibility.
- 8.2.3. Applicants shall be presumed to be in agreement with the terms and conditions of the RFA and the sample contract in Appendix B, unless Applicant takes specific exception to one or more conditions through specifying these on Appendix A. For instructions, see Appendix A.

8.3. Compliance

- 8.3.1. Applicant must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.



- 8.3.2. The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 8.3.3. Culturally and Linguistically Appropriate Standards
- 8.3.3.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 8.3.3.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 8.3.3.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFA, and, in the Vendor/RFP section of the DHHS website.
- 8.3.3.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 8.3.3.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the



eligible service population, both in developing their budgets and in conducting their programs and activities.

8.3.4. Successful applicants will be:

8.3.4.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;

8.3.4.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

8.3.5. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

8.3.5.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

8.3.5.2. The frequency with which LEP individuals come in contact with the program, activity or service;

8.3.5.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;

8.3.5.4. The resources available to the organization to provide language assistance.

8.3.6. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform applicants' program design, which in turn, will allow applicants to put forth the best possible application.

8.3.7. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>

8.4. Non-Collusion

8.4.1. The Applicant's required signature on the Transmittal Cover Letter for an application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude DHHS from obtaining the best possible application.



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8.5. Applicant Withdrawal

- 8.5.1. Prior to the Closing Date for receipt of applications, an application may be withdrawn by submitting a written request for its withdrawal to Procurement Coordinator identified in Section 11.5.

8.6. Public Disclosure

- 8.6.1. The content of each application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 8.6.2. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and application section the specific information the applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 8.6.3. Each Applicant acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by an Applicant as confidential, DHHS shall notify the Applicant and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Applicant without incurring any liability to the Applicant.

8.7. Non-Commitment

- 8.7.1. Notwithstanding any other provision of this RFA, this RFA does not commit DHHS to award a Contract. DHHS reserves the right to reject any and all proposals or any portions thereof, at any time and to cancel this RFA and to solicit new applications under a new application process.

8.8. Liability

- 8.8.1. By submitting an Application in response to this RFA, an applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in



connection with a proposal, or for work performed prior to the Effective Date of a resulting contract.

8.9. Request for Additional Information or Materials

8.9.1. During the period from date of application submission to the date of Contractor selection, DHHS may request of any Applicant, additional information or materials needed to clarify information presented in the application. Key personnel shall be available for interviews.

8.10. Oral Presentations and Discussions

8.10.1. DHHS reserves the right to require some or all Applicants to make oral presentations of their application. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

8.11. Contract Negotiations and Unsuccessful Bidder Notice

8.11.1. If an Applicant(s) is selected, the State will notify the Successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s).

8.11.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

8.12. Scope of Award and Contract Award Notice

8.12.1. DHHS reserves the right to award a service, part of a service, group of services, or total services and to reject any and all applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

8.12.2. If a Contract is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award.

8.13. Site Visits

8.13.1. DHHS reserves the right to request a site visit for DHHS Staff to review Applicant's organization structure, subcontractors, policy and procedures, and any other aspect of the proposal that directly affects the provisions of the RFA and the delivery of services. Any and all costs associated with the site visits incurred by the applicant shall be borne by the applicant.



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- 8.13.2. Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the applicant's site to determine that the applicant is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the applicant.

8.14. Protest of Intended Award

- 8.14.1. Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

8.15. Contingency

- 8.15.1. Aspects of the award may be contingent upon changes to State or federal laws and regulations.

9. Application Process

- 9.1. All Applicants must submit an original application and three (3) copies, the original must be marked "original".
- 9.2. Application documents identified below must be submitted on standard eight and one-half by eleven inch (8 ½" X 11") white paper, using font size 12 or larger. Application documents must be presented in the order indicated below and stapled in the top left hand corner.
- 9.3. Applications must conform to all instructions, requirements and contents indicated below:
- 9.3.1. **A Transmittal Cover Letter** on the applicant's letterhead (for individuals applying their Name, Address, Phone number and Email address) that must:
- 9.3.1.1. Reference, "**RFA-2017-DCS-01-Disab, Pre-Admission Screening Resident Review Services, Disability Determination Services, Nursing Facility Level of Care Determination Services.**"
- 9.3.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the applicant to contractually obligate the agency or individual.
- 9.3.1.3. Acknowledge that the applicant has read this Request for Application, understands it, and agrees to be bound by its requirements.
- 9.3.1.4. Confirm that Appendix A, Exceptions to Terms and Conditions, is included with the application (Appendix A is attached).
- 9.3.1.5. Contain the date that the application was submitted.
- 9.3.1.6. Be signed by an individual who is authorized to bind the applicant to all statements, including services and prices contained in this Request for Application.



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- 9.3.2. **Answers to RFA Questions** each question must be written with its response noted under the question.
 - 9.3.3. **Licenses, Certificates and Permits** as required by this Request for Application.
 - 9.3.4. **Current Certificate of Insurance**
 - 9.3.5. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.
 - 9.3.6. **Include Appendix A, Exceptions to Terms and Conditions**
 - 9.3.7. **Include Appendix C, CLAS Requirements**
 - 9.3.8. **Include Appendix G, Technical Requirements**
 - 9.3.9. **Include most recent four (4) years of audited financial statements.** Each applicant must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal. Complete financial statements must include the following:
 - 9.3.9.1. Opinion of Certified Public Accountant
 - 9.3.9.2. Balance Sheet
 - 9.3.9.3. Income Statement
 - 9.3.9.4. Statement of Cash Flow
 - 9.3.9.5. Statement of Stockholder's Equity of Fund Balance
 - 9.3.9.6. Complete Financial Notes
 - 9.3.9.7. Consolidating and Supplemental Financial Schedules
- 9.4. Applications are due no later than June 10, 2016 at 2:00 PM.**
- 9.5. All applications must be submitted to:**
- State of New Hampshire
Department of Health and Human Services
Denise Sherburne
Contracts & Procurement Unit
129 Pleasant Street
Concord NH 03301
Email: Dsherburne@dhhs.state.nh.us
Phone: (603) 271-9540



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10. Appendices

- 10.1.** Appendix A - Exceptions to Terms and Conditions
- 10.2.** Appendix B – Sample Contract * **Please note:** Appendix B is reference document only to be used to complete Appendix A. DO NOT complete or return Appendix B.
- 10.3.** Appendix C – CLAS Requirements
- 10.4.** Appendix D – Scope of Services
- 10.5.** Appendix E, Medical Eligibility Assessment (MEA) Tool
- 10.6.** Appendix F, Medical Eligibility Review Summary (MERS)
- 10.7.** Appendix G, Technical Requirements

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFA SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFA SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFA and the sample Contract Standard Language, Appendix B, except those clearly outlined as exceptions above.

Date _____

APPENDIX B

FORM NUMBER P-37 (version 5/8/15)

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

APPENDIX B

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

APPENDIX B

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

APPENDIX B

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date _____



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

APPENDIX C

Addendum to CLAS Section of RFA for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

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Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFA, which is available in the Vendor/RFP Section of the DHHS website.

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Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX C

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

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Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

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assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFA# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

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- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, any reference to business days shall mean Monday through Friday, excluding NH State Employee holidays.
- 1.4. For the purposes of this contract, any reference to regular business hours shall mean from 8:00 AM through 4:00 PM, Eastern Standard Time or Eastern Daylight Savings Time (EDST), when EDST is in effect, during business days.

2. Scope of Services - PASRR

- 2.1. PASRR – Level I Pre-Admission Screening
 - 2.1.1. The Contractor must review the Level I Pre-Admission Screening (PAS) tool initiated by referral sources that assist individuals with long term care (LTC) placement when individual applicants are seeking admission to a Medicaid Certified Nursing Facility (NF), regardless of payment source. (The Contractor is not required to complete Level I PAS on individuals transferring from NF to NF, or on individuals re-admitted to NFs after hospital stays.)
 - 2.1.2. The Contractor must work with the referral source to obtain information necessary to identify a suspected mental illness (MI) or intellectual disability (ID)/related condition.
 - 2.1.3. The Contractor must accept an individual applicant's referral information from the referral source by fax, telephone, or electronic submission in a manner that is consistent with confidentiality and HIPAA requirements.
 - 2.1.4. The Contractor must complete the review of the Level I PAS and provide the results to the individual's referral source within five (5) business hours of receiving the Level I PAS document.
 - 2.1.5. Upon completion of the Level I PAS, the Contractor must:



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- 2.1.5.1. Abide by all confidentiality and HIPAA regulations when notifying the referral source of the Level I PAS results by fax, telephone, or electronic notification; and
 - 2.1.5.2. Provide the referral source with consent to immediately proceed with the individual's NF placement; or
 - 2.1.5.3. Advise the referral source that a NF LOC determination is necessary for Medicaid payment purposes and recommend contact with the local DHHS District Office to initiate the application (Form 800) or the local Service Link Resource Center for long term care options, counseling and referrals.
- 2.1.6. The Contractor must ensure:
 - 2.1.6.1. Level I PAS occurs prior to admission to a Medicaid-Certified NF, regardless of payment source.
 - 2.1.6.2. No more than sixty (60) calendar days expire between the completion of a Level I PAS and placement of an individual into a NF.
 - 2.1.6.3. If an individual's placement is delayed beyond sixty (60) days, a Level I PAS is repeated prior to NF placement.
 - 2.1.6.4. When a Level I PAS identifies evidence of MI, ID or a related condition, a Level II Evaluation is completed, regardless of the individual's payment source, unless the individual meets criteria in Section 2.3, Exemptions, Exclusions and Categorical Determinations.
 - 2.1.6.5. The content and documentation of the Level I PAS meets Federal regulations and is in Department approved format.
- 2.2. PASRR - Level II Evaluations
 - 2.2.1. The Contractor must complete all Level II Evaluations within five (5) business days when a MI or ID or a related condition has been indicated by Level I Pre-Admission Screenings.
 - 2.2.2. The Contractor must complete a Level II Evaluation, which includes a face-to-face evaluation, for persons identified as having a MI, ID or a related condition, as the result of a Level I Pre-Admission Screening (PAS), prior to an individual's admission to a NF. The Contractor must:
 - 2.2.2.1. Interpret the Level II Evaluation process and determinations to a NF resident, family or resident's representative when requested.
 - 2.2.2.2. Explain the Level II Evaluation process and determinations to a NF resident, family or resident's representative when requested.
 - 2.2.3. The Contractor must complete a Resident Review (RR) Level II Evaluation on individuals residing in a NF when there are significant



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changes that signify the need for first time or updated Level II Evaluation.
The Contractor must:

- 2.2.3.1. Schedule the Level II evaluation in conjunction with the NF.
The Contractor must:
 - 2.2.3.1.1. Conduct on-site face-to-face evaluations during the nursing facility's normal daytime business hours, unless the Contractor and the NF agree to other arrangements.
 - 2.2.3.1.2. Provide nursing facilities with a minimum of twenty-four (24) hours advance notice for scheduling of evaluations.
 - 2.2.3.1.3. Exercise flexibility in scheduling in order to avoid conflict with NF schedules.
- 2.2.3.2. Obtain the minimum data requirements established in 42 CFR § 483 to complete a Level II Evaluation.
- 2.2.4. The Contractor must make Level II Evaluation recommendations and determinations on an individualized basis, ensuring the content and documentation of a Level II Evaluation:
 - 2.2.4.1. Meets current Federal rules and regulations with evaluative criteria specified in 42 CFR §483 of the final rules for PASRR.
 - 2.2.4.2. Is in a Department approved format.
- 2.2.5. The Contractor must ensure all final Level II Evaluation determinations for individuals with:
 - 2.2.5.1. MI are made and signed by a Qualified Mental Health Professional (QMHP).
 - 2.2.5.2. ID, or a related condition, are made by a Qualified Mental Retardation Professional (QMRP).
- 2.2.6. The Contractor must ensure the QMHP and/or QMRP completes a comprehensive summary of findings report, which complies with all elements in 42 CFR § 483.128(i). The Contractor must ensure:
 - 2.2.6.1. QMHP and/or QMRP reports are not completed anonymously.
 - 2.2.6.2. A typed copy of the evaluation report is forwarded to all applicable parties specified in 42 CFR § 483.128 (I).
 - 2.2.6.3. A written summary report and notification letters explaining the report is issued:
 - 2.2.6.3.1. Within forty-eight (48) hours of the QMHP's and/or QMRP's determination for PAS.
 - 2.2.6.3.2. Within five (5) business days for all RR Level II Evaluations.



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- 2.2.7. The Contractor must communicate the findings in Section 2.2.7 to the applicant, resident or guardian in an understandable manner and language, which must include but is not limited to, informing the applicant, resident or guardian of the appeal process.
- 2.2.8. The Contractor must communicate, in a manner consistent with confidentiality and HIPAA requirements, all Level II Evaluation determinations that identify a need for specialized services to the facility or agency or referral source assisting the applicant or resident, within five (5) business hours of the decision by telephone, or fax, or e-mail, or electronic submission and in a manner that is consistent with confidentiality and HIPAA requirements.
- 2.2.9. The Contractor must document the Level II Evaluation results in the NH Easy on-line system, uploading all related documents.
- 2.2.10. The Contractor must ensure that all applicable State of New Hampshire criteria are applied to out-of-state individuals transferring or applying to an in-state NF and that pertinent evaluative data is reviewed and summarized by the Contractor's QMHP and/or QMRP.
- 2.2.11. The Contractor must ensure interdisciplinary coordination among evaluators throughout a Level II Evaluation process.
- 2.2.12. The Contractor must utilize the Department approved Quality Assurance (QA) Plan to ensure the quality and completeness of submitted data.
- 2.3. Exemptions, Exclusions and Categorical Determinations
 - 2.3.1. The Contractor may determine a temporary NF admission should be permitted and determinations may be made that specialized services are not needed for individuals meeting certain conditions.
 - 2.3.2. The Contractor may exempt or exclude individuals from Level II Evaluations in accordance with NH Administrative Rule He-M 1302.05, as follows:
 - 2.3.2.1. A NF LOC determination is only necessary for individuals applying for a PASRR exemption, exclusion, or categorical determination when the individual is seeking Medicaid payment for the NF admission, unless the individual qualifies for presumptive eligibility under RSA 151-E:18 and He-W 619.
 - 2.3.2.2. The following NF admissions can be permitted following a Level I Pre-Admission Screening:
 - 2.3.2.2.1. Admissions from hospitals after receiving acute care.
 - 2.3.2.2.2. Admissions of individuals whose primary diagnosis is dementia.
 - 2.3.2.3. Exempted hospital admissions are temporary stays and Federally allowed without a Level II Evaluation, provided all of



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the following conditions are met as set forth in NH Administrative Rule He-M 1302.05:

- 2.3.2.3.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department can determine if Medicaid payment should be withheld for stays beyond 30 days that were not reported to the Contractor.
- 2.3.2.3.2. If at any time it appears that a convalescent care stay may exceed thirty (30) calendar days, the receiving facility must perform updated Level I Pre-Admission Screenings with the Contractor.
- 2.3.2.3.3. The Contractor must determine whether the individual continues to require NF care and whether Level II Evaluation may be necessary.
- 2.3.2.3.4. Stays extending beyond the approved thirty (30) days must be reported to the Department as they occur.
- 2.3.2.4. Categorical Determinations - Categorical determinations allow temporary NF stays without Level II Evaluations provided all of the following conditions are met as set forth in NH Administrative Rule He-M 1302.06:
 - 2.3.2.4.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department can determine if Medicaid payment should be withheld for stays beyond the allowed number of days that were not reported to the Contractor.
 - 2.3.2.4.2. If at any time it appears that a convalescent care stay may exceed the allowed number of days, the receiving facility must perform updated Level I Pre-Admission Screenings and ensure that NF LOC is determined for individuals with Medicaid or who are seeking Medicaid as their payment source.
 - 2.3.2.4.3. The Contractor must determine whether the individual continues to require NF care and whether a Level II Evaluation may be necessary.
 - 2.3.2.4.4. Stays extending beyond the allowed number of days must be reported to the Department as they occur.
- 2.3.2.5. Admission for a respite stay of twenty (20) days or less within a one-year period, which may include one of the following scenarios:



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- 2.3.2.5.1. In the event of a terminal illness.
 - 2.3.2.5.2. A severe physical condition that has resulted in extreme impairment, such as coma, ventilator dependence, or functioning at the brain stem level.
 - 2.3.2.5.3. Provisional admission not to exceed thirty (30) days in cases of delirium allows for a temporary admission of individuals whose cognitive status could not be evaluated until the delirium clears.
 - 2.3.2.5.4. Convalescent and rehabilitative care admissions from acute care hospitals not to exceed ninety (90) days.
 - 2.3.2.5.5. Provisional Emergency applies to NF applicants residing in the community who have evidence of a MI, ID or a related condition and require temporary NF admission of no more than seven (7) days in an emergency protective services situation.
- 2.4. Tracking, Reporting and Service Area
- 2.4.1. The Contractor must utilize a tracking system and process for ongoing identification and monitoring of the location of NF residents identified as having MI or ID or related conditions.
 - 2.4.2. The Contractor must utilize an internal tracking process of all PASRR Level I Pre-Admission Screening and Level II Evaluation processes from initiation to completion to assure accurate reporting to the Department.
 - 2.4.3. The Contractor must respond to questions from the Department and providers regarding the status of reviews and determinations not yet completed.
 - 2.4.4. The Contractor must perform Level II Evaluations, statewide.
 - 2.4.5. The Contractor must ensure its NH customer base has access to a telephone number to reach the Contractor when customers have questions regarding PASRR requirements and information. The Contractor must ensure:
 - 2.4.5.1. The telephone number is included in all correspondence with individuals and providers.
 - 2.4.5.2. Sufficient incoming lines are available to prevent the possibility of the receipt of busy signals.
 - 2.4.5.3. Any telephone/e-mail messages requesting a Screening or inquiries regarding Screenings receive a response within six (6) business hours.
 - 2.4.6. The Contractor must have a method to receive medical documentation from its NH customer base, twenty-four (24) hours a day, seven (7) days per week.



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- 2.4.7. The Contractor must allow providers to choose the method in which to submit information, within confidentiality and HIPAA requirements.

3. Scope of Services – Disability Determination

- 3.1. The Contractor must establish a Medical Review Team (MRT) to complete New Hampshire Medical Eligibility Review Summaries (MERS)/5-Step Sequential Evaluation Process.
- 3.2. The Contractor's MRT must receive case files transferred via the Medicaid Management Information System (MMIS) MRT for completion of the New Hampshire Medical Eligibility Review Summary (MERS)/5-Step Sequential Evaluation Process, which complies with Federal Rule 20 CFR Part 416.
- 3.3. The Contractor must complete the MERS and determine applicant eligibility within the federally mandated time period. The Contractor must ensure:
 - 3.3.1. Documentation clearly and adequately supports the determination.
 - 3.3.2. All records and decisions include sign off by each member of the MRT.
 - 3.3.3. Approval or denial of the applicant is completed utilizing the MMIS system.
 - 3.3.4. All applicable files, relevant materials and supporting documentation must be re-routed to the Department via the MMIS system within five (5) business days after the determination.
 - 3.3.5. All correspondence and transferring of files and data must be handled in a secure and confidential manner.
- 3.4. The Contractor must be available to communicate with the Department during regular business hours, which may include travel to meet with Department.
- 3.5. The Contractor must maintain a security and logistics structure for handling of case files that comports with HIPAA.
- 3.6. The Contractor must maintain the confidentiality of all participant information that is acquired, by any means including computer access, in accordance with all state and federal confidentiality requirements.
- 3.7. The Contractor must ensure that access to participant information is limited to only those staff that has a need to know in order to perform their job duties.
- 3.8. The Contractor must ensure all staff are trained on the confidentiality requirements and that all contract staff sign a confidentiality statement attesting to the fact that all state and federal confidentiality requirements are understood and will be observed.

4. Scope of Services – Nursing Facility (NF) Level of Care (LOC) Determinations

- 4.1. The Contractor must complete all Nursing Facility (NF) Level of Care (LOC) determinations for individuals applying for Medicaid home and community based care through the Choices for Independence Medicaid Waiver (CFI), in accordance with NF LOC rules and policy requirements for NF LOC determinations established by the Department.



Appendix D

- 4.2. The Contractor must be available for NH Easy on-line system training, which will be necessary to complete Nursing Facility (NH) Level of Care (LOC) determinations.
- 4.3. The Contractor must make NF LOC determinations in accordance with NF LOC rules and policy requirements for NF LOC determinations established by the Department.
- 4.4. The Contractor must be sensitive to the needs, preferences and circumstances of:
 - 4.4.1. Individuals seeking admittance to, or currently residing in, a NF.
 - 4.4.2. Individuals seeking community-based care.
 - 4.4.3. Families and supports of individuals who are:
 - 4.4.3.1. Seeking admittance to a NF.
 - 4.4.3.2. Currently residing in a NF.
 - 4.4.3.3. Seeking community based care services.
- 4.5. The Contractor must initiate a NF LOC determination using criteria established in RSA 151-E, He-E 802, and the Medical Eligibility Assessment (MEA) tool, or its equivalent, when an application for NF LOC has been assigned by the Department. The Contractor shall ensure documentation for determination includes, but is not limited to:
 - 4.5.1. Clock drawing.
 - 4.5.2. Medication lists.
 - 4.5.3. Authorization forms/releases.
- 4.6. The Contractor must access the NH Easy on-line system in order to receive notification of:
 - 4.6.1. New applicants requiring a NF LOC determination. The Contractor must:
 - 4.6.1.1. Complete the NF LOC determination within five (5) business days from receiving the assignment.
 - 4.6.1.2. Attempt to contact the applicant a minimum of three (3) times, which must include attempts completed on three (3) different days at three (3) different times when a client would normally receive telephone calls.
 - 4.6.1.3. Record the activity of contacting the client as 'MEA – Unable to Contact,' if all attempts in Section 4.3.1.2 are unsuccessful.
 - 4.6.2. NF LOC determinations due for the annual redetermination for CFI Medicaid Waiver participants, which must be completed seven (7) days prior to the end of the current eligibility period.
- 4.7. The Contractor must notify the Department of individuals who are determined eligible for NF LOC and are interested in community-based care services.
- 4.8. The Contractor must have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:



Appendix D

- 4.8.1. The number of individuals reviewed for NF LOC (PASRR and MEA) both new and redeterminations, which must include places of residence.
- 4.8.2. The number of individuals for whom NF LOC determinations have been completed including the length of time to completion of the determinations.
- 4.8.3. The outcomes of the NF LOC.
- 4.8.4. Demographics of individuals in need of specialized services.

Appendix E, MERS

State of New Hampshire Department of Health and Human Services Medical Eligibility Assessment for Long Term Care Services

Part A: Medical Eligibility

Last:		First:		MI:		MID#:		Date:				
SECTION A. PROFESSIONAL NURSING SERVICES												
Please answer the following Questions:	<input type="checkbox"/> Yes <input type="checkbox"/> No		a. Have you been hospitalized in the last month?									
	<input type="checkbox"/> Yes <input type="checkbox"/> No		b. Have you been to the emergency room in the last month?									
	<input type="checkbox"/> Yes <input type="checkbox"/> No		c. Do you currently have any health care providers coming to your home on a regular basis to provide service?									
	<input type="checkbox"/> Yes <input type="checkbox"/> No		d. Do you have a caregiver available to you?									
	<i>Using the following codes for section A. 1-A. 10.</i> Indicate whether the individual will need care that is performed by or under the supervision of a registered professional nurse:						1. Monthly	2. Several Times per Month	3. One time per week	4. Several times per week	5. Daily	6. Multiple Hours per Day
1. INJECTIONS AND IV FEEDING	Injections/IV feeding for an unstable condition (<u>excluding daily insulin for an individual whose diabetes is under control</u>):						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. FEEDING TUBE	Feeding tube for new/ or unstable condition: Insertion date: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SUCTIONING AND TRACH CARE	a. Nasopharyngeal suctioning						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. Tracheostomy care for a new or unstable condition Insertion date: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. TREATMENTS/ DRESSINGS	Treatment and/or application of dressings for which the physician has prescribed irrigation, application of medications, or sterile dressings that require the skills of an RN:						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. OXYGEN	Administration of oxygen on a regular and continuing basis when recipient's condition warrants professional observation for a new or unstable condition. Start date: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. ASSESSMENT/ MANAGEMENT	Professional nursing assessment, observation and management required for <u>unstable</u> medical conditions. Observation must be needed at least once every 8 hours. Specify condition for applicant's need: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. CATHETER	Insertion and maintenance of a urethral or suprapubic catheter as an adjunct to the active treatment of a disease or medical condition.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. COMATOSE	Professional care is needed to manage a comatose condition.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. VENTILATOR/ RESPIRATOR	Care is needed to manage ventilator/respirator equipment.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. UNCONTROLLED SEIZURE DISORDER	Direct assistance from others is needed for safe management of an uncontrolled seizure disorder.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Check if None of the above pertain						<input type="checkbox"/>					
11. THERAPY/ THERAPIES PROVIDED BY A QUALIFIED THERAPIST	Record the number of days each of the following therapies occurred or is anticipated to occur upon discharge and is being received at least 15 minutes per day within the last 7 days based on specific goals. (Enter 0 if none or less than 15 minutes per day.)											
	a. Physical therapy											
	b. Speech/language therapy											
	c. Occupational therapy											
	d. Respiratory therapy											

Last:		First:		MI:		MID#:		Date:	
SECTION B. SPECIAL TREATMENTS AND THERAPIES									
	<i>Code for number of days care would be performed by or under the supervision of a registered nurse.</i>	1. Monthly	2. Weekly	3. 3 or more times per week	4. Daily	5. Other			
1. TREATMENTS/ CHRONIC CONDITIONS	Monitoring of treatments, procedures, dressings and or medications, for post-operative or chronic conditions according to physician orders. Check only those that apply:								
	a. Medications via tube	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	b. Tracheostomy care—chronic stable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	c. Urinary catheter change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	d. Urinary catheter irrigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	e. Venous puncture for Disease and /or medication management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	f. Injections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	g. Wound Treatment s	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	h. Chest PT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	i. O2 therapy for chronic and/or unstable condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	j. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	k. Teach/train specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	l. Disease Management for Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	Check if none of the above pertain	<input type="checkbox"/>							
2. TREATMENTS/ PROCEDURES	<i>Code for number of days professional nursing is required.</i>	1. Monthly	2. Weekly	3. 3 Or more times per week	4. Daily	5. Other			
	a. Chemotherapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	b. Radiation Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	c. Hemodialysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	d. Peritoneal Dialysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
	e. IV Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Specify: _____		
3. PAIN/PAIN MANAGEMENT OVER THE PAST 7 DAYS	a. Frequency: <input type="checkbox"/> 0. No pain <input type="checkbox"/> 2. Daily, but not constant <input type="checkbox"/> 1. Less often than daily <input type="checkbox"/> 3. All of the time 4. Intensity (1 to 10) _____								
	b. <input type="checkbox"/> Yes <input type="checkbox"/> No – Limitations: Interferes with activity or movement								
	c. Location: _____								
	d. Type: <input type="checkbox"/> acute <input type="checkbox"/> chronic								
	e. Description: <input type="checkbox"/> sharp <input type="checkbox"/> dull <input type="checkbox"/> ache <input type="checkbox"/> burn <input type="checkbox"/> throb <input type="checkbox"/> other								
	f. <input type="checkbox"/> Yes <input type="checkbox"/> No – Is there something that provides relief?								
SECTION C. COGNITION/ORIENTATION									
1. MINI-COG SCREEN FOR COGNITIVE IMPAIRMENT	1. Name 3 unrelated objects (e.g. “apple, house, book” or “pony, quarter, orange”). 2. Draw a large circle and ask the individual to put the numbers on the face of the clock and then to put the hands of the clock to indicate the time @11:20. <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Ask for the individual to repeat the names of the 3 objects. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
	Note: If individual is unable to perform clock drawing test due to being unable to see or they lack the ability to use upper extremity (e.g. due to paralysis), then ask the individual to describe where they would place the numbers on the face of a clock represented by a circle (e.g. 12 at the top, 6 at the bottom) and where they would place the hands to indicate 11:20 (e.g., hour hand on 11, minute hand on 4).								

Last:		First:		MI:		MID#:		Date:	
2. COGNITIVE SKILLS FOR DAILY DECISION MAKING	<i>Made decisions regarding tasks of daily life.</i> <ol style="list-style-type: none"> Independent - Alert/oriented, able to focus and shift attention, comprehends and recalls task directions independently Modified Independence- Requires prompting (cueing, repetition, reminders) only under stressfull or unfamiliar conditions Moderately Impaired Requires considerable assistance in routine situations. Is not alert and oriented or is unable to shift attention and recall directions more than half the time. Totally dependent due to disturbances as constant disorientation, delirium and inability to make daily decisions 								
3. ASSESSMENT/ MANAGEMENT	Is monitoring or supervision needed to manage the identified cognitive issues: <input type="checkbox"/> 0. No <input type="checkbox"/> 1. Once per month <input type="checkbox"/> 2. Twice per month <input type="checkbox"/> 3. Weekly <input type="checkbox"/> 4. Daily <input type="checkbox"/> 5. Other: Specify: _____								

SECTION D. PHYSICAL FUNCTIONING/STRUCTURAL PROBLEMS

1. ADL SELF-PERFORMANCE

- INDEPENDENT — No help or oversight
- SUPERVISION — Oversight, encouragement or cueing 3 or more times provided
- LIMITED ASSISTANCE — Individual highly involved in activity; received physical help in guided maneuvering of limbs, or other non-weight bearing assistance
- EXTENSIVE ASSISTANCE — While individual performed part of activity, help of the following type(s) provided 3 or more times:
Weight bearing support
- TOTAL DEPENDENCE — Full staff/caregiver performance of activity

2. ADL SUPPORT PROVIDED

- No setup or physical help from staff
- Setup help only
- One-person physical assist
- Two+ person physical assist

ACTIVITY	DESCRIPTION	Self-performance					Support			
		0. INDEPENDENT	2. SUPERVISION	3. LIMITED ASSISTANCE	4. EXTENSIVE ASSISTANCE	5. TOTAL DEPENDENCE	0. No setup or physical help from staff	2. Setup help only	3. One-person physical assist	4. Two+ person physical assist
a. Bed Mobility	How individual moves to and from lying positions, turns side to side, and positions body while in bed How many times per day requires assist? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Transfers	How individual moves between surfaces, to/from: bed, chair, wheelchair, standing position How many times per day? _____ (EXCLUDE to/from bath/toilet)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

e. Dressing	How individual puts on, fastens, and takes off all items of street clothing, including donning/removing prosthesis How many times per day requires assistance? _____									
f. Eating	How individual eats and drinks (regardless of skill)									
g. Toilet Use	How individual uses the toilet room (or commode, bedpan, urinal); transfers on/off toilet, cleanses, changes pad, manages ostomy or catheter, adjusts clothes How many times per day requires assistance?									

h. Personal Hygiene	How individual maintains personal hygiene, including combing hair, brushing teeth, shaving, applying makeup, washing/drying face, hands, and perineum (Exclude baths and showers)																																
j. Bathing	How individual takes full-body bath/shower, sponge bath, and transfers in/out of tub/shower. How many times per week? _____																																
k. BLADDER CONTINENCE (Choose only one)	Control of urinary bladder <input type="checkbox"/> 0. CONTINENT—Complete control <input type="checkbox"/> 1. USUALLY CONTINENT — Incontinent episodes once a week or less <input type="checkbox"/> 2. OCCASIONALLY INCONTINENT— 2 or more times a week but not daily <input type="checkbox"/> 3. FREQUENTLY INCONTINENT— tended to be incontinent daily, but some control present <input type="checkbox"/> 4. INCONTINENT—Bladder incontinent all (or almost all) of the time Does the incontinence occur during: <input type="checkbox"/> wake hours <input type="checkbox"/> sleep hours or <input type="checkbox"/> both																																
l. BOWEL CONTINENCE (Choose only one)	Control of bowels <input type="checkbox"/> 0. CONTINENT—Complete control <input type="checkbox"/> 1. USUALLY CONTINENT — Bowel incontinent episodes less than weekly <input type="checkbox"/> 2. OCCASIONALLY INCONTINENT— Bowel incontinent episode once a week <input type="checkbox"/> 3. FREQUENTLY INCONTINENT— Bowel incontinent episodes 2-3 times a week <input type="checkbox"/> 4. INCONTINENT— Bowel incontinent all (or almost all) of the time, daily Does the incontinence occur during: <input type="checkbox"/> wake hours <input type="checkbox"/> sleep hours or <input type="checkbox"/> both																																
m. APPLIANCES/PROGRAMS		<table border="1"> <thead> <tr> <th colspan="2">Assistance</th> </tr> <tr> <th>0. Independent</th> <th>1. Hands on person assist</th> </tr> </thead> <tbody> <tr> <td colspan="2">Does Individual have a:</td> </tr> <tr> <td><input type="checkbox"/> a. External (condom) catheter</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> b. Indwelling catheter</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> c. Intermittent catheterization</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> d. Pads/briefs used</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> e. Ostomy present</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> f. Scheduled toileting other program</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> g. NONE OF ABOVE</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>												Assistance		0. Independent	1. Hands on person assist	Does Individual have a:		<input type="checkbox"/> a. External (condom) catheter	<input type="checkbox"/>	<input type="checkbox"/> b. Indwelling catheter	<input type="checkbox"/>	<input type="checkbox"/> c. Intermittent catheterization	<input type="checkbox"/>	<input type="checkbox"/> d. Pads/briefs used	<input type="checkbox"/>	<input type="checkbox"/> e. Ostomy present	<input type="checkbox"/>	<input type="checkbox"/> f. Scheduled toileting other program	<input type="checkbox"/>	<input type="checkbox"/> g. NONE OF ABOVE	<input type="checkbox"/>
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Part B: Care Planning

Last:		First:		MI:		MID#:		Date:	
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SECTION G. COMMUNICATION/HEARING PATTERNS					
1. HEARING <i>(Choose only one)</i>	<i>(With hearing appliance, if used)</i> <input type="checkbox"/> 0. HEARS ADEQUATELY – normal talk, TV, phone <input type="checkbox"/> 1. MINIMAL DIFFICULTY – when not in quiet setting <input type="checkbox"/> 2. HEARS IN SPECIAL SITUATIONS ONLY – speaker has to adjust tonal quality and speak distinctly <input type="checkbox"/> 3. HIGHLY IMPAIRED – absence of useful hearing				
2. COMMUNICATION DEVICES/ TECHNIQUES	<input type="checkbox"/> a. Hearing aid, present and used <input type="checkbox"/> b. Hearing aid, present and not used regularly <input type="checkbox"/> c. Adaptive phones <input type="checkbox"/> d. Lifeline <input type="checkbox"/> e. NONE OF THE ABOVE				
3. ABILITY TO UNDERSTAND OTHERS <i>(Choose only one)</i>	<i>(Understanding information content – however able)</i> <input type="checkbox"/> 0. UNDERSTANDS <input type="checkbox"/> 1. USUALLY UNDERSTANDS – may miss some part/intent of message <input type="checkbox"/> 2. SOMETIMES UNDERSTANDS – responds adequately to simple, direct communication <input type="checkbox"/> 3. RARELY/NEVER UNDERSTANDS				
SECTION H. VISION PATTERNS (Use of Standard Vision Card)					
1. VISION <i>(Choose only one)</i>	<i>(Ability to see in adequate light and with glasses if used)</i> <input type="checkbox"/> 0. ADEQUATE – sees fine detail, including regular print in newspapers/books <input type="checkbox"/> 1. IMPAIRED – sees large print, but not regular print in newspapers/books <input type="checkbox"/> 2. MODERATELY IMPAIRED – limited vision; not able to see newspaper headlines, but can identify objects <input type="checkbox"/> 3. HIGHLY IMPAIRED – object identification in question, but eyes appear to follow objects <input type="checkbox"/> 4. SEVERELY IMPAIRED – no vision or sees only light, colors, or shapes; eyes do not appear to follow objects				
2. VISUAL APPLIANCES	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No a. Glasses, contact lenses <input type="checkbox"/> Yes <input type="checkbox"/> No b. False Eye <input type="checkbox"/> Yes <input type="checkbox"/> No c. Implant <input type="checkbox"/> Yes <input type="checkbox"/> No d. Other: </div> </div>				
SECTION I. MOOD					
Patient Health Questionnaire – 9	Have you been bothered by: <input type="checkbox"/> Yes <input type="checkbox"/> No – Little or no pleasure in doing things <input type="checkbox"/> Yes <input type="checkbox"/> No – Feeling down, depressed or hopeless If “no” to both questions, skip to Section G If “yes” to either question, continue below.				
		0. Not at all	1. Several Days	2. More than half the days	3. Nearly every day
	1. Little or no pleasure in doing things.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Feeling down, depressed or hopeless.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Trouble falling or staying asleep, or sleeping too much.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Feeling tired or having little energy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Poor appetite or overeating.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. Feeling bad about yourself. Or that you are a failure or have let yourself or your family down.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. Trouble concentrating on things, such as reading the newspaper or watching television.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8. Moving or speaking so slowly that other people could have noticed. Or the opposite, being so fidgety or restless that you have been moving around a lot more than usual.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9. Thoughts that you would be better off dead, or of hurting yourself in some way.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Add columns – Total:				

Last:		First:		MI:		MID#:		Date:	
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SECTION J. PROBLEM BEHAVIOR

1.	<input type="checkbox"/> Yes <input type="checkbox"/> No a. WANDERING (moved with no rational purpose, seemingly oblivious to needs or safety.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No b. VERBALLY ABUSIVE (Others were threatened, screamed at, cursed at)
	<input type="checkbox"/> Yes <input type="checkbox"/> No c. SOCIALLY INAPPROPRIATE/ DISRUPTIVE BEHAVIOR (made disruptive sounds, noisy, screams, self-abusive acts, sexual behavior or disrobing in public, smeared/throw food/feces, hoarding, rummaged through others' belongings)
	<input type="checkbox"/> Yes <input type="checkbox"/> No d. RESISTS CARE (resisted taking medications/injections, ADL assistance or eating.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No e. MINOR PHYSICAL ABUSE (Others were shoved, pinched, or scratched, but did not result in physical injury)
	<input type="checkbox"/> Yes <input type="checkbox"/> No f. MAJOR PHYSICAL ABUSE (Others were hit, punched, sexually abused) resulting in bodily injury at least once in the past six months.
2.	Are monitoring and supervision needed to manage the identified behavioral issues? <input type="checkbox"/> 0. No <input type="checkbox"/> 1. Once per month <input type="checkbox"/> 2. Twice per month <input type="checkbox"/> 3. Weekly <input type="checkbox"/> 4. Three (3) times a week <input type="checkbox"/> 5. Daily <input type="checkbox"/> 6. Other: Specify: _____ If 4,5, or 6 are selected, please answer the supplemental questions that follow.

SECTION J.S. PROBLEM BEHAVIOR SUPPLEMENT

Enter the code that most accurately describes the individual's behavior within the last 7 days.

1. SLEEP PATTERNS	<input type="checkbox"/> 0. Unchanged from "normal" for the individual. <input type="checkbox"/> 1. Sleeps noticeably more or less than "normal". <input type="checkbox"/> 2. Restless, nightmares, disturbed sleep, increased awakenings. <input type="checkbox"/> 3. Up wandering for all or most of the night, inability to sleep.
2. WANDERING	<input type="checkbox"/> 0. Does not wander. <input type="checkbox"/> 1. Does not wander, i.e., is chair bound or bed bound. <input type="checkbox"/> 2. Wanders within the facility or residence and may wander outside, but does not jeopardize health and safety. <input type="checkbox"/> 3. Wanders within the facility or residence. May wander outside, health and safety may be jeopardized. Does not have a history of getting lost and is not combative about returning. <input type="checkbox"/> 4. Wanders outside and leaves grounds. Has a consistent history of leaving grounds, getting lost or being combative about returning. Utilizes a secure device for wandering.
3. BEHAVIORAL DEMANDS ON OTHERS	<input type="checkbox"/> 0. Attitudes, habits and emotional states do not limit the individual's type of living arrangement and companions. <input type="checkbox"/> 1. Attitudes, habits and emotional states limit the individual's type of living arrangement and companions. <input type="checkbox"/> 2. Attitudes, disturbances and emotional states create consistent difficulties that are modifiable to manageable levels. The individual's behavior can be changed to reach the desired outcome through respite, in-home services, or existing facility staffing. <input type="checkbox"/> 3. Attitudes, disturbances and emotional states create consistent difficulties that are not modifiable to manageable levels. The individual's behavior cannot be changed to reach the desired outcome through respite, in-home services, or existing facility staffing even given training for the caregiver.
4. DANGER TO SELF AND OTHERS	<input type="checkbox"/> 0. Is not disruptive or aggressive, and is not dangerous. <input type="checkbox"/> 1. Is disruptive or aggressive, either physically or verbally, or extremely agitated or anxious, even after proper evaluation and treatment. <input type="checkbox"/> 2. Is dangerous or physically abusive, and even with proper evaluation and treatment may require physician's orders for appropriate intervention. <input type="checkbox"/> 3. Has caused serious bodily harm to another in the previous 6 months.
5. AWARENESS OF NEEDS/ JUDGEMENT	<input type="checkbox"/> 0. Understands those needs that must be met to maintain self-care. <input type="checkbox"/> 1. Has difficulty understanding those needs that must be met but will cooperate when given direction or explanation. <input type="checkbox"/> 2. Does not understand those needs that must be met for self care and will not cooperate even though given direction or explanation.

SECTION K. ENVIRONMENTAL ASSESSMENT

<input type="checkbox"/> If the person resides in a residential care facility, hospital, or nursing facility check here and skip to Section I.	
1. RISK FACTORS	<input type="checkbox"/> 0. Feels threatened or unsafe? <input type="checkbox"/> 1. Is able to make needs know? <input type="checkbox"/> 2. Because of limited finances has made trade-offs in purchases of heat, food or medication in the last month?
2. HOME ENVIRONMENT	Check any of the following that makes the home hazardous or uninhabitable: <input type="checkbox"/> a. Lighting (including inadequacy of lighting or exposed wiring) <input type="checkbox"/> b. Flooring or Carpeting (holes in floor, scatter rugs) <input type="checkbox"/> c. Bathroom and toilet room environment (non-operating plumbing, leaking pipes) <input type="checkbox"/> d. Kitchen Environment (dangerous stove, inoperative refrigerator, infestation of rodents) <input type="checkbox"/> e. Heating and Cooling System Issues <input type="checkbox"/> f. Personal Safety (fear of violence, heavy traffic in street, fear of neighbors) <input type="checkbox"/> g. Access to home (entering and leaving home) <input type="checkbox"/> h. None of the Above

Last:		First:		MI:		MID#:		Date:	
SECTION L. INSTRUMENTAL ACTIVITIES OF DAILY LIVING									
							0. Independent (With or without assistive devices)	1. Assistance / done with help (Needs supervision reminders, and /or physical hands on help)	2. Dependent / Done by Others (Full performance of the activity was done by others)
<i>Using the following codes for section I.1-I.7</i>									
1. MAIN MEAL PREPARATION	a. Meal Preparation of breakfast and light meal						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. Prepared and Received Main Meal Meals on Wheels ___ times per week Average time in preparation ___ x ___ # of meals made/week = ___						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. TELEPHONE USE	Used telephone as necessary to contact help in an emergency						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. LIGHT HOUSEWORK	Did light housework, i.e., washing dishes, dusting, making own bed, trash disposal, picking up living space of client (30-90 minutes per week) Average time spent per week: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ROUTINE HOUSEWORK	Did routine housework i.e., vacuuming, cleaning floors, cleaning bathroom (30-90 minutes for living area of client) Average time spent per week: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. LAUNDRY	Laundry- Indicate in home or out of home <input type="checkbox"/> In Home - 30 minutes per load x ___ # of loads per week = _____ <input type="checkbox"/> Out of Home (120 minutes per week) Average time spent per week: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. GROCERY SHOPPING AND ERRANDS	Grocery shopping and errands including banking, paying bills, pharmacy (45-120 minutes per week, excluding Transportation) Average time spent per week: _____						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. TRANSPORTATION	Transportation <input type="checkbox"/> a. Drove self or used public transportation <input type="checkbox"/> b. Needed arrangement for transportation to medical appointments <input type="checkbox"/> c. Needs transportation to medical appointments <input type="checkbox"/> d. Needs escort to medical appointments						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Last:		First:		MI:		MID#:		Date:	
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SECTION M. SOCIAL/COMMUNITY INFORMATION

1. AUDIT – C Alcohol Use Disorders Identification Test – Consumption	1. How often do you have a drink containing alcohol?											
	(0)	Never	(1)	Monthly or less	(2)	2 to 4 times a month	(3)	2 to 3 times a week	(4)	4 or more times a week	Score =	
	2. How many standard drinks containing alcohol do you have on a typical day?											
	(0)	1 or 2	(1)	3 or 4	(2)	5 or 6	(3)	7 to 9	(4)	10 or more	Score =	
	3. How often do you have six or more drinks on one occasion?											
	(0)	Never	(1)	Less than monthly	(2)	Monthly	(3)	Weekly	(4)	Daily or almost daily	Score =	
	Total Score =											
2. SUBSTANCE USE Check all that apply.	<input type="checkbox"/> Yes <input type="checkbox"/> No - Do you ever use drugs that your primary care provider did not prescribe? If No, skip to next section.											
	<input type="checkbox"/> Yes <input type="checkbox"/> No a. Caffeine						<input type="checkbox"/> Yes <input type="checkbox"/> No f. Stimulants					
	<input type="checkbox"/> Yes <input type="checkbox"/> No b. Nicotine						<input type="checkbox"/> Yes <input type="checkbox"/> No g. Inhalants					
	<input type="checkbox"/> Yes <input type="checkbox"/> No c. Marijuana						<input type="checkbox"/> Yes <input type="checkbox"/> No h. Heroin					
	<input type="checkbox"/> Yes <input type="checkbox"/> No d. Cocaine						<input type="checkbox"/> Yes <input type="checkbox"/> No i. Hallucinogen					
	<input type="checkbox"/> Yes <input type="checkbox"/> No e. Crack						<input type="checkbox"/> Yes <input type="checkbox"/> No j. Other _____					

Last:		First:		MI:		MID#:		Date:	
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SECTION N. REPORTED CONDITIONS

EXISTING KNOWN CONDITIONS: Check existing known conditions that have a relationship to current status.
If none apply, **CHECK** item for **NONE OF THE ABOVE**

ENDOCRINE/METABOLIC

- ☐ Diabetes
- ☐ Hyperthyroidism
- ☐ Hypothyroidism

HEART/CIRCULATION

- ☐ Arteriosclerotic heart disease (ASHD)
- ☐ Congestive heart failure
- ☐ Deep vein thrombosis
- ☐ Hypertension
- ☐ Hypotension
- ☐ Neuropathy
- ☐ Peripheral vascular disease

GASTRIC

- ☐ Gerd
- ☐ Ulcers

MUSCULOSKELETAL

- ☐ Arthritis
- ☐ Hip fracture
- ☐ Missing limb (e.g., amputation)
- ☐ Osteoporosis
- ☐ Pathological bone fracture
- ☐ Other _____

NEUROLOGICAL

- ☐ ALS
- ☐ Cerebral palsy
- ☐ Cerebrovascular accident (stroke)
- ☐ Dementia
- ☐ Huntingtons Chorea
- ☐ Multiple sclerosis
- ☐ Paraplegia
- ☐ Parkinson's disease
- ☐ Quadriplegia
- ☐ Seizure disorder
- ☐ Transient ischemic attack (TIA)
- ☐ Traumatic brain injury

PSYCHIATRIC/MOOD

- ☐ Anxiety disorder
- ☐ Depression
- ☐ Bipolar Disorder
- ☐ Schizophrenia
- ☐ Substance abuse (alcohol or drug)
- ☐ Other psychiatric diagnosis
- Specify: _____

PULMONARY

- ☐ Asthma
- ☐ Emphysema/COPD
- ☐ Tuberculosis-TB

SENSORY

- ☐ Cataracts
- ☐ Diabetic retinopathy
- ☐ Glaucoma
- ☐ Macular degeneration

OTHER

- ☐ Allergies, Specify: _____
- ☐ Anemia
- ☐ Cancer
- ☐ Developmental disability
- ☐ Morbid Obesity (Weight over 300 lbs)
- ☐ Renal failure

☐ NONE OF THE ABOVE

OTHER CONDITIONS:

1. _____
2. _____
3. _____

SECTION O. BALANCE

<p>1. FALLS</p>	<p>Has there been a:</p> <p><input type="checkbox"/> a. Fall in last 30 days</p> <p><input type="checkbox"/> b. Fall in past 31-180 days</p> <p><input type="checkbox"/> c. Fracture last 180 Days</p> <p><input type="checkbox"/> d. None of Above</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Has there been a documented injury from a fall.</p> <p>Specify: _____</p>					
<p>2. FALL RISK (Check all that apply)</p>	<p><input type="checkbox"/> a. Has unsteady gait</p> <p><input type="checkbox"/> b. Has balance problems when standing</p> <p><input type="checkbox"/> c. Limits activities because individual or family fearful of individual falling</p> <p><input type="checkbox"/> d. Furniture walking</p> <p><input type="checkbox"/> e. Non-compliant with assistive devices</p> <p><input type="checkbox"/> f. Substances or drug use as a contributing factor</p> <p><input type="checkbox"/> g. NONE OF THE ABOVE</p> <table border="1" data-bbox="302 512 1536 1085"> <tr> <td data-bbox="302 512 464 814">Locomotion</td> <td data-bbox="464 512 1536 814"> <p>Current ability to walk safely, once in a standing position, or use a wheelchair, once in a seated position, on a variety of surfaces.</p> <p>0 Able to independently walk on even and uneven surfaces and negotiate stairs with or without railings(without human assistance or assistive devices)</p> <p>1 With the use of a one-handed device, able to independently walk on even and uneven surfaces and negotiate stairs with or without hand railings</p> <p>2 Requires use of two-handed device to walk alone on level surface and/or requires human supervision or assistance to negotiate stairs or steps or uneven surfaces</p> <p>3 Able to walk with the supervision of another person at all times</p> <p>4 Chair fast, unable to ambulate but able to wheel self independently</p> <p>5 Chair fast, unable to ambulate and unable to wheel self.</p> </td> </tr> <tr> <td data-bbox="302 814 464 1085">Primary Modes of Locomotion (Choose only one)</td> <td data-bbox="464 814 1536 1085"> <p>1. No assistive devices</p> <p>2. Hoyer Lift</p> <p>3. Walker/Crutch</p> <p>4. Scooter or Power Wheelchair</p> <p>5. Wheelchair</p> <p>8. Activity does not occur</p> </td> </tr> </table>		Locomotion	<p>Current ability to walk safely, once in a standing position, or use a wheelchair, once in a seated position, on a variety of surfaces.</p> <p>0 Able to independently walk on even and uneven surfaces and negotiate stairs with or without railings(without human assistance or assistive devices)</p> <p>1 With the use of a one-handed device, able to independently walk on even and uneven surfaces and negotiate stairs with or without hand railings</p> <p>2 Requires use of two-handed device to walk alone on level surface and/or requires human supervision or assistance to negotiate stairs or steps or uneven surfaces</p> <p>3 Able to walk with the supervision of another person at all times</p> <p>4 Chair fast, unable to ambulate but able to wheel self independently</p> <p>5 Chair fast, unable to ambulate and unable to wheel self.</p>	Primary Modes of Locomotion (Choose only one)	<p>1. No assistive devices</p> <p>2. Hoyer Lift</p> <p>3. Walker/Crutch</p> <p>4. Scooter or Power Wheelchair</p> <p>5. Wheelchair</p> <p>8. Activity does not occur</p>
Locomotion	<p>Current ability to walk safely, once in a standing position, or use a wheelchair, once in a seated position, on a variety of surfaces.</p> <p>0 Able to independently walk on even and uneven surfaces and negotiate stairs with or without railings(without human assistance or assistive devices)</p> <p>1 With the use of a one-handed device, able to independently walk on even and uneven surfaces and negotiate stairs with or without hand railings</p> <p>2 Requires use of two-handed device to walk alone on level surface and/or requires human supervision or assistance to negotiate stairs or steps or uneven surfaces</p> <p>3 Able to walk with the supervision of another person at all times</p> <p>4 Chair fast, unable to ambulate but able to wheel self independently</p> <p>5 Chair fast, unable to ambulate and unable to wheel self.</p>					
Primary Modes of Locomotion (Choose only one)	<p>1. No assistive devices</p> <p>2. Hoyer Lift</p> <p>3. Walker/Crutch</p> <p>4. Scooter or Power Wheelchair</p> <p>5. Wheelchair</p> <p>8. Activity does not occur</p>					

SECTION P. NUTRITIONAL STATUS

<p>1. WEIGHT (Optional if info is not available)</p>	<p>Approximate weight in pounds: _____</p> <p>Approximate height: _____</p>	
<p>2. WEIGHT CHANGE (Optional if info is not available)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No – Has your weight changed in the last 30 days?</p> <p><input type="checkbox"/> Gained or <input type="checkbox"/> Lost How much: _____ <input type="checkbox"/> Intended or <input type="checkbox"/> Unintended?</p>	
<p>3. NUTRITIONAL PROBLEMS OR APPROACHES (Check all that apply)</p>	<p><input type="checkbox"/> a. Chewing or swallowing problem</p> <p><input type="checkbox"/> b. Missing teeth or dentures</p> <p><input type="checkbox"/> c. Special diet Specify: _____</p> <p><input type="checkbox"/> d. Mechanically altered (or pureed) diet</p> <p><input type="checkbox"/> e. Noncompliance with diet</p> <p><input type="checkbox"/> f. Food Allergies, Specify: _____</p> <p><input type="checkbox"/> g. Poor Appetite</p>	

SECTION Q. SKIN CONDITIONS

<p>1. SKIN PROBLEMS</p>	<p>Any troubling skin conditions or changes?</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> a. Abrasions (scrapes) or cuts <input type="checkbox"/> b. Burns <input type="checkbox"/> c. Bruises <input type="checkbox"/> d. Rashes, itchiness, body lice, scabies <input type="checkbox"/> e. Skin changes, ie, moles <input type="checkbox"/> f. Pressure Ulcers: (Specify) 1. Presence of ulcer anywhere on the body? _____ 2. Stage of Wound? _____ 3. How Many? _____ 4. Where are they located? _____ 5. Treatment Ordered? _____ </div> <div style="width: 50%;"> <input type="checkbox"/> g. Skin cancer past / present <input type="checkbox"/> h. Open sores, lesions, eczema <input type="checkbox"/> i. Cellulitis <input type="checkbox"/> j. NONE OF THE ABOVE </div> </div>
<p>2. FOOT PROBLEMS</p> <p><i>If "b" is coded Yes, check those items that apply.</i></p>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No a. Individual or another person inspects feet on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No b. One or more foot problems or infections such as: <input type="checkbox"/> corns <input type="checkbox"/> calluses <input type="checkbox"/> bunions <input type="checkbox"/> hammer toes <input type="checkbox"/> overlapping toes <input type="checkbox"/> pain <input type="checkbox"/> structural problems <input type="checkbox"/> gangrene toe <input type="checkbox"/> foot fungus <input type="checkbox"/> plantar fasciitis <input type="checkbox"/> nail fungus </div> <div style="width: 50%;"> c. Do foot problems interfere with: <input type="checkbox"/> Yes <input type="checkbox"/> No – Standing <input type="checkbox"/> Yes <input type="checkbox"/> No – Ambulation </div> </div>
<p>Nurses Notes/Additional Information INCLUDE NAME AND TITLE OF ASSESSOR AT THE END OF NOTE</p>	

IDENTIFIED NEEDS

1.
2.
3.
4.
5.
6.
7.
8.

Claimant Name:

Case Number:

Instruction NH DDU **APTD** MERS

1. Date of Birth: month/day/year.
 2. SSI Entitlement Date: month/year OR 'n/a'.
 3. SSDI Entitlement Date: month/year OR 'n/a'.
 4. SSI/SSDI Denial Date: month/year OR 'n/a'.
 5. APTD application date: month/day/year.
-
6. Requested to attend CE(s)? Yes or no.
 7. Attended and cooperated with CE(s)? Check box yes, no or n/a (if no exam was requested).

8. Impairment list: All impairments from the primary document (177) and any other impairments from the non-primary documents found to be compelling, present and relevant. Step II status will be 'stopped' or 'continued'.

The listing(s) from the *NEW HAMPSHIRE DDU ADULT LISTINGS* worksheet will be placed in the appropriate area of the document. The RFC(s) (residual functional capacity) will also be placed in the appropriate area of this document. This completed standard document will be considered the special technique described in the Code of Federal Regulations. Instruction to use this document will not be printed and used in the standard document.

- a. MERS pages though step III (not including instructional pages).
- b. Psychiatric listing sheet(s), including criteria A, B and or C.
- c. Medical listing sheets(s).
- d. Psychiatric RFC.
- e. Medical RFC.
- f. MERS pages Step IV & V.
- g. MERS summary/signature page.

THE FIVE STEP SEQUENTIAL EVALUATION

The five-step sequential evaluation process. The sequential evaluation process is a series of five "steps" that we follow in a set order. See paragraph (h) of this section for an exception to this rule. If we can find that you are disabled or not disabled at a step, we make our determination or decision and we do not go on to the next step. If we cannot find that you are disabled or not disabled at a step, we go on to the next step. Before we go from step three to step four, we assess your residual functional capacity. (See paragraph (e) of this section.) We use this residual functional capacity assessment at both step four and step five when we evaluate your claim at these steps. (see § 416.920)

Step I: DOES THE APPLICANT PERFORM SUBSTANTIAL GAINFUL ACTIVITY (SGA)? If 'no' go to step II. If 'yes' stop process and deny claim. If application will be denied at STEP I due to person working at or above SGA, denial APTD and process as MEAD.

Claimant Name:

Case Number:

At the first step, we consider your work activity, if any. If you are doing substantial gainful activity, we will find that you are not disabled. (see § 416.910)

Step II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS? This is the **diminimus standard**. (see §416.921). State of New Hampshire uses 48 months duration period. Duration at Step II 'will the impairment last for 48 months at the **diminimus standard**?' If **ALL** impairments are 'no' , deny claim. Rational must be clear and based on medical evidence. If **ANY** impairment is 'yes' , that impairments continues though the evaluation process.

At the second step, we consider the medical severity of your impairment(s). If you do not have a severe medically determinable physical or mental impairment or a combination of impairments that is severe and meets the duration requirement, we will find that you are not disabled. (see § 416.920)

Step III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING? If no impairment meets or equals a listing or in combination the claimant does not equal a listing, Claim continues to RFC. If any impairment meet or equals a listing or in combination the claimant equals a listing, establish an onset date and move to duration. On-set dates should include month and year.

ALL impairments passing step II **MUST** appear on a listing(s) worksheet. (see §416.925) See New Hampshire DDU Adult listings.

At the third step, we also consider the medical severity of your impairment(s). If you have an impairment(s) that meets or equals one of our listings and meets the duration requirement, we will find that you are disabled. (see § 416.920)

Step III: Duration - State of New Hampshire uses 48 months duration period. Duration at step III 'will the impairment last (more than likely or not) at the **listing level** for 48 months?' Rational for duration will be **clear** and based on medical **evidence**.

RESIDUAL FUNCTIONAL CAPACITY (RFC)

If your impairment(s) does not meet or equal a listed impairment, we will assess and make a finding about your residual functional capacity (see based on all the relevant medical and other evidence in your case record, as explained in § 416.945. (See paragraph (g)(2) of this section and § 416.962 for an exception to this rule.) We use our residual functional capacity assessment at the fourth step of the sequential evaluation process to determine if you can do your past relevant work (paragraph (f) of this section) and at the fifth step of the sequential evaluation process (if the evaluation proceeds to this step) to determine if you can adjust to other work (paragraph (g) of this section (see §416.920)

Step IV: IS THE CLAIMANT CAPABLE OF PAST RELEVANT WORK (WITHIN PAST 15 YRS.)?

Claimant Name:

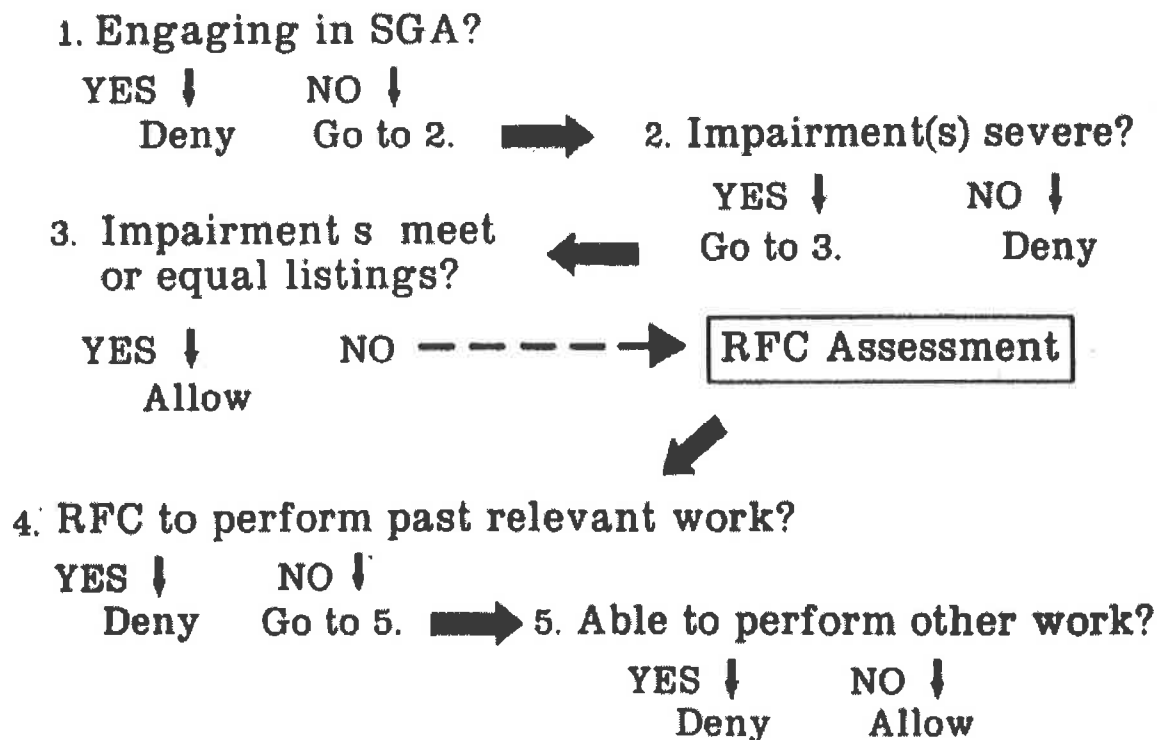
Case Number:

At the fourth step, we consider our assessment of your residual functional capacity and your past relevant work. If you can still do your past relevant work, we will find that you are not disabled. See paragraphs (f) and (h) of this section and § 416.960(b). (see § 416.920)

Step V: IS THE CLAIMANT CAPABLE OF OTHER WORK (UTILIZE "GRID" RULING IF APPLICABLE)?

At the fifth and last step, we consider our assessment of your residual functional capacity and your age, education, and work experience to see if you can make an adjustment to other work. If you can make an adjustment to other work, we will find that you are not disabled. If you cannot make an adjustment to other work, we will find that you are disabled. See paragraphs (g) and (h) of this section and § 416.960(c). (see §416.920)

The 5 Steps in Sequential Evaluation



Claimant Name:

Case Number:

APTD MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name:

Date:

1. Date of Birth:

2. SSI Entitlement Date:

3. SSDI Entitlement Date:

4. SSI/SSDI Denial Date:

5 APTD Application Date:

6. Requested to attend CE(s)? ☐ Yes. ☐ No.7. Attended and cooperated with all Consultative Examination(s)? ☐ Yes. ☐ No. ☐ n/a.**8. Impairment List**

Impairment	Step II status	Impairment	Step II status

THE FIVE STEP SEQUENTIAL EVALUATION**STEP I: DOES THE APPLICANT PERFORM SUBSTANTIAL GAINFUL ACTIVITY (SGA)?**☐ No.☐ Yes. (work up as MEAD).

Claimant Name:

Case Number:

**STEP II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS?
(diminimis standard) ***

Is the individual limited by his/her impairment or combination of impairments? An impairment can be considered as not severe only if it is a slight abnormality which has such a minimal effect on the individual that it would not be expected to interfere with the individual's ability to work. Examples of these are walking, standing, sitting lifting, pushing, pulling, reaching, carrying or handling; seeing, hearing, and speaking; understanding, carrying out, and remembering simple instructions; use of judgment, responding appropriately to supervision, coworkers, and usual work situations; and dealing with changes in a routine work setting. Pain may be a contributing factor to the applicant's ability to perform SGA.

☐ Yes.☐ No.**Severity /duration Rationale** (document any impairment being stopped at step II):**STEP III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?**☐ Yes.☐ No. Obtain RFC(s). (duration is NOT addressed at step II if no listing level impairment is found)**Listings considered:****Disability Onset date and rational:****DURATION** - Has the impairment lasted or is expected to last 48 continuous months or result in death?☐ Yes. Document rational.☐ No. Document rational. Obtain RFC(s).**Duration rational:****OR**☐ Defer to voc for approval. Do not provide any listing sheets. Forward to obtain a RFC(s).

Claimant Name:**Case Number:**

VOCATIONAL REVIEW WORKSHEET

Education:	Language:	SSDI age:
------------	-----------	-----------

Physical RFC	<input type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Projected
--------------	------------------------------------	--------------------------------	---------------------------------	------------------------------------

Mental RFC	<input type="checkbox"/> work impairments	<input type="checkbox"/> no work impairments	<input type="checkbox"/> Projected
------------	---	--	------------------------------------

PREVIOUS RELEVANT WORK (SGA Only Work)

Job Title (per Form 177)	Dates	SVP	Phys Demands	DOT #

IF APPLICANT IS UNABLE TO RETURN TO WORK WITH CURRENT RFC, ESTABLISH AN ONSET DATE AND ASSESS STEP IV AND V BASED ON DURATION USING PROJECTED RFC.

Projected RFC ☐ YES ☐ NO

Onset date of work impairment (if needed) with rationale:

--

Claimant Name:**Case Number:**

APTD VOCATIONAL REVIEW

STEP IV: IS THE CLAIMANT CAPABLE OF PAST RELEVANT WORK (WITHIN PAST 15 YRS.)?

- ☐ Yes. Document rationale in text box below. Case is a denial. Review is complete.
- ☐ No. Document rationale in text box below. Continue to STEP V.

--

STEP V: IS THE CLAIMANT CAPABLE OF OTHER WORK? UTILIZE "GRID" RULING IF APPLICABLE.

- ☐ Yes. Document rationale in text box below. Case is an APTD denial. Review is complete.
- ☐ No. Document rationale in text box below. Case is an APTD approval. Review is complete.

--

Occupational Category	SVP	PHYS DEMANDS	Job Title	DOT #	# in NH	# in MA

Transferable Skills from PRW (if needed)	
1.	4.
2.	5.
3.	6.

Claimant Name:**Case Number:**Summary:STEP 1: The applicant is performing substantial gainful activity. ☐ YES ☐ NOSTEP 2: The applicant has an impairment that more than minimally impacts his/her ability to perform basic work activities. ☐ YES ☐ NOSTEP 3: The applicant has an impairment that meets/equals a listing in the "Blue Book" AND meets the duration requirement set forth in RSA 167:6, VI. ☐ YES ☐ NO ☐ Defer to VocSTEP 4: The applicant is able to return to previous relevant work within 48 months of the onset of the severe impairment. ☐ YES ☐ NOSTEP 5: The applicant is able to perform other work within 48 months of the onset of the severe impairment. ☐ YES ☐ NOWe recommend that the applicant be: ☐ APPROVED ☐ DENIED

Next review date: _____

Signature RN:	Date:
Signature VOC:	Date:
Signature PRT:	Date:
Signature MRT:	Date:

Appendix G - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
State Requirements			DDU Current Reporting System			PASRR & LOC Proposed System		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS								
A1.0	State data must be available in an open data format as specified in RSA 21R-11 and 21R-13.	M						
APPLICATION SECURITY								
B2.0	Users with standard access need to be authenticated with a unique user identifier and password	M						
B2.1	Only authorized users who have specified login credentials with a password at least ten characters in length can have access to the system	M						
B2.2	Require strong passwords. Password complexity needs to be managed and required, including a mixture of upper case letters, lower case letters, numbers, special characters.	M						
B2.3	Password expiration policies to include mandatory password reset intervals after a maximum of 60 days	M						
B2.4	User account access is locked after three failed login attempts	M						
B2.5	Terminated or transferred staff are removed from access immediately	M						
B2.6	Systems automatically log out a user after 15 minutes of inactivity, and after maximum session duration	M						
B2.7	The application shall not store authentication credentials or sensitive Data in its code.	M						
B2.8	User access needs to be limited to HTTPS/SSL	M						
B2.9	All administrative access to require SSL VPN and use two factor authentication leveraging RSA tokens	M						
B2.10	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M						
B2.11	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M						
B2.12	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M						
B2.13	Create change management documentation and procedures	M						
B2.14	Systems changes need to be logged, reviewed and updated regularly by a compliance manager, senior managers and the IT Security officer	M						
APPLICATION SECURITY TESTING								
C3.0	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M						

Appendix G - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
State Requirements			DDU Current Reporting System			PASRR & LOC Proposed System		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Vendor Response	Delivery Method	Comments
HOSTING ENVIRONMENT								
D4.0	Certify that the vendor will use a hosting environment for the New Hampshire project that meets or exceeds the following physical and electronic security measures to protect data and the network, including:	M						
D4.1	Alarms, restricted access, logbook, CCTV monitored 24 x 7 x 365 and retained for 90 days, caged / locked environment	M						
D4.2	Floor-to-ceiling walls, A/C, fluid sensors, smoke detectors, raised floors, wet/dry/chemical fire suppression, fire extinguishers, water pumps, and UPS and backup generator system	M						
D4.3	Firewalls – all external connections needs to terminate at the firewall (Internet, Intranet)	M						
D4.4	Documented process for securing and hardening all network devices; devices are configured to prevent communications from unapproved networks	M						
D4.5	Network traffic and audit event logs are maintained	M						
D4.6	Isolated production server and IP subnets, insecure protocols disabled, restricted access to diagnostic and maintenance ports on network drives	M						
D4.7	Vulnerability is assessed by daily server antivirus scans, all emails are scanned via patch management solutions: Symantec/Altiris in the data center, LANDesk on user LAN. Penetration tests are performed bi-annually and all external links are private	M						
D4.8	Email servers to continuously scan for viruses embedded within attachments	M						
D4.9	Remote devices are password protected with encrypted hard drives, and have tracking and recovery software and virus protection installed. Users should not save anything to removable storage and only use secure pathways for electronic transmissions	M						
D4.10	Access into the Data Center is protected by electronic badge and biometric authentication systems	M						
D4.11	Data at rest encryption for data housed within the data center	M						
D4.12	All encryption needs to be at least 2,048 bit	M						
D4.13	Electrical support system to ensure 7x24x365 continuous electrical supply to the data center hosting NH systems	M						

Appendix G - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
State Requirements			DDU Current Reporting System			PASRR & LOC Proposed System		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Vendor Response	Delivery Method	Comments
HOSTING SECURITY								
	The Provider shall employ security measures to ensure that the State's application and data is protected.	M						
E5.0	State data exchanges between and among servers must be encrypted.	M						
E5.1	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M						
E5.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's data and client information. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M						
E5.3	In the development or maintenance of any code, the Provider shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M						
E5.4	The Provider will notify the DHHS PASRR Manager and/or the DHHS Information Security Officer of any security breach as soon as possible, but in any event no later than three business days of the time that the Provider learns of the occurrence.	M						
E5.5	The Provider shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Provider' hosting infrastructure and/or the application.	M						
E5.6	The Provider shall be liable for costs associated with any breach of State data housed at its location(s) caused by the negligence, willful misconduct, or willful, wanton or reckless failure by its agents, employees, or independent contractors engaged in the performance of their related obligations.	M						
E5.7	The Provider shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Provider' hosting infrastructure and/or the application upon request with reasonable prior notice.	M						

Appendix G - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
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DISASTER RECOVERY								
F6.0	Provider shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M						
F6.1	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M						
F6.2	Provider shall adhere to a defined and documented back-up schedule and procedure.	M						
DOCUMENTATION FOR REVIEW, COMMENT AND APPROVAL BY DHHS								
G7.0	Training document and procedure for vendor staff to receive training on handling protected health information/personally identifying information (PHI/PII), the importance of HIPAA, and how to address HIPAA breaches including the last date of revision to the training documents	M						
G7.1	Security training document and procedure that will be used by the vendor for the DHHS PASRR manager and DHHS staff to access reports remotely and for real time access to data	M						
G7.2	Guidance document for effective screening of calls to ensure that the caller has the credentials/permissions to obtain information to ensure HIPAA compliance for PHI/PII protocols	M						
G7.3	Procedure for design and implementation of role based security for all the systems used by the vendor for the NH DHHS project	M						
G7.4	Procedure for granting and terminating access to MMIS and NH Easy for vendor staff	M						
G7.5	Documentation that describes the implementation and enforcement of State-of-the-art encryption, secured networks, and role-based access for every application that will be used for the New Hampshire project	M						

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EXHIBIT A-1, INFORMATION TECHNOLOGY								
State Requirements			DDU Current Reporting System			PASRR & LOC Proposed System		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	Vendor Response	Delivery Method	Comments
DOCUMENTATION FOR REVIEW BY DHHS								
H8.0	Procedure to identify the system requirements and specifications to design the case tracking/reporting systems that will be built for NH DHHS	M						
H8.1	Procedures used to ensure the system infrastructure will be designed to support internal audit capability and comply with HIPAA standards	M						
H8.2	Security procedures used for administration of the cloud-based QuickBase system	M						
H8.3	Procedure used for creating management reports, PASRR Level II reports and other reports required for New Hampshire's PASRR activities	M						
H8.4	Procedures used to identify records, data sets and related documents for transfer to the vendor from DHHS	M						
H8.5	Procedure for creation/configuration of secure email exchange between DHHS and the vendor	M						
H8.6	Procedure to reconcile if document will be sent to the DDU or Xerox processing center, via a secure email, fax, or courier	M						
H8.7	Risk management procedures for IT systems used for NH DHHS by the vendor	M						
H8.8	Procedure used by the vendor to track inadvertent disclosures and monitor their appropriate reporting and resolution	M						
H8.9	Document that provides step-by-step instructions for verification of identity when making or receiving telephone contacts and prevention of inadvertent disclosures via fax	M						
H8.10	Procedure to ensure security is integral and up-front to all designs	M						
H8.11	Procedure for deployment of reports that will be made available via secure web sites, or transferred through secure email or file transfer technology	M						
H8.12	Submit a document that details the applicable SSA regulations to the New Hampshire project	M						
H8.13	Provide business and technical architecture for clinical eligibility tracking using Intuit QuickBase database	M						
H8.14	Provide business and technical architecture for a claims reconciliation system use for the Nursing Home Application	M						
H8.15	Provide business and technical architecture for the Community Case Management database	M						
H8.16	Evidence that staff assigned to the DHHS project have received HIPAA training and the date each staff received this training	M						
H8.17	Copy of the confidentiality document that is used by the vendor to ensure that all staff working on the New Hampshire contract attests to the fact that all state and federal confidentiality requirements are understood and will be observed	M						
H8.18	Last date, when the vendor reviewed Data Center policies, procedures, and practices to ensure that security adheres to relevant regulatory requirements	M						

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EXHIBIT A-1, INFORMATION TECHNOLOGY								
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CERTIFICATION FOR REVIEW BY DHHS								
I9.0	Certify that the system(s) used by the vendor for the New Hampshire project are fully compliant with applicable federal and state laws, regulations, standards, and executive orders pertaining to confidential health care information including but not limited to HIPAA, HITECH, New Hampshire RSA 359-C:19, RSA 359-C:20 and RSA 359-C:21, and New Hampshire RSA 332-I:1-I:6.	M						
I9.1	Certify that the vendor will use locked containers and use an insured courier who specializes in medical transport services for transportation of paper files and materials from NH DHHS to the vendor	M						
I9.2	Certify that the vendor will use a secure encrypted email system for secure email between NH DHHS and the vendor	M						
I9.3	Certify that hard copy documents to be discarded will be placed in a locked box for shredding	M						
I9.4	Certify that the SQL database used to house the data will provide database-level and column-level encryption, to provide "at-rest" data security, and 2-factor authentication for sensitive online data such as Social Security numbers	M						
I9.5	Certify that all communication between the UI and the database, and the end-platform and UI, will be encrypted using the latest available technologies (SSL/TLS) and trusted Certificate Authorities	M						
I9.6	Certify that the systems used for the NH DHHS project will be hosted in the vendor's Data Center that follows measurements and standards set by the HIPAA and HITECH Act security standards for the storage and management of Protected Health Information (PHI)	M						
I9.7	Certify that the systems used for the NH DHHS project will be hosted in a data center that adheres to the principles of ISO/IEC 27001:2005, AICPA SSAE16 Reporting Standards and Trust Security Principles (TSP) Criteria	M						